

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-14-65342

HUD# 07-14-0249-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

FORGET PROPERTIES 3, LLC [OWNER]

4214 Fleur Dr. Suite 13

Des Moines, Iowa 50321-2300

FORGET PROPERTIES, LLC [PROPERTY MANAGEMENT COMPANY]

4214 Fleur Dr. Suite 13

Des Moines, Iowa 50321-2300

SHIRLEY FALLIN [PROPERTY MANAGER]

Briarwood Grand Apartments

2132 Grand Ave. Office

West Des Moines, Iowa 50265-4239

COMPLAINANT

KATHI HILL

2132 Grand Ave. Apartment 19

West Des Moines, Iowa 50265-4242

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her by refusing to approve the occupancy of her son, who is a person with a disability, and his assistance animal-Complainant alleged such refusal constitutes a failure to make reasonable accommodation and results in different terms and conditions of rental based on disability. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own and manage the subject property, Briarwood Grand Apartments 2132 Grand Ave. West Des Moines, Iowa 50265-4239.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Act (FHA) makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. § 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act (ICRA) makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(a).

Respondents acknowledge their obligation under the FHA and ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals - defined as service animals, emotional support animals, or companion animals – are not considered pets under the FHA and ICRA and cannot, therefore, be subjected to pet fees or pet deposits.

Respondents acknowledge that allowing an assistance animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability as required by law. Under the FHA and ICRA, an assistance animal qualifies as a reasonable accommodation if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue

assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Housing providers cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Respondents acknowledge they will consider each tenant or prospective tenant's situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant's disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant's need for the accommodation, i.e., the relationship between the person's disability and the need for the requested accommodation.

Respondents acknowledge a housing provider can deny a request for a reasonable accommodation if it would impose an "undue financial and administrative burden" or it would "fundamentally alter the nature of the provider's operations." "The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs." Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act, May 17, 2004.

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the

execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

Disclosure

6. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development (HUD), or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

8. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants, within 30 days of Respondents' receipt of a Closing Letter from the Commission.

Relief for Complainant

9. Respondents agree to pay Complainant the sum of Fifteen Hundred Dollars and Zero Cents (\$1,500), less no deductions. Respondents agree to send the check to Complainant no later than 14 days after the date on the Commission's Closure Letter. Respondents also agree to send a copy of the check to the Commission, to the attention of Natalie Burnham, no later than 14 days after the date of the Commission's Closure Letter.

Respondents agree to remove from Complaint's tenant file and Respondents' records all negative records related to Complainant's request for her son, Brandon Ruiz Quintana, and his assistance animal to reside in the subject unit and Respondents' subsequent response.

Respondents agree to provide Complainant with a written assurance that her son, Brandon Ruiz Quintana, and his assistance animal will be permitted to reside in the subject unit for the duration of Complainant's tenancy. Within thirty (30) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of this this written assurance to the attention of Natalie Burnham. The parties agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination or retaliation. Complainant agrees to follow the terms of her lease agreement and all of Respondents' rules and regulations set forth in the Community Policy Agreement.

Respondents agree to amend Complainant's lease agreement within fourteen (14) days of receiving a Closing Letter from the Commission. The amendment will state that Complainant is permitted to be released from her rental lease agreement with Respondents, without penalty, if she provides a 30-day notice to Respondents that she will be vacating the subject unit and terminating her tenancy. Within thirty (30) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of this this amendment to the attention of Natalie Burnham.

Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondents' property. Respondents agree they will provide the dates of Complainant's tenancy and will report Complainant has fulfilled the requirements of her lease agreement. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainant's tenancy, including the filing of this complaint.

New Policy and Practice

10. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards, procedures, and forms for receiving and handling requests made by persons with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. § 3601 et seq. Respondents shall provide written notice of those standards, procedures and forms to each current and future resident who has requested an accommodation.

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Natalie Burnham, detailing Respondents' reasonable accommodation procedures with a copy of their reasonable accommodation policy and applicable request forms, as objective evidence that Respondents have adopted and implemented specific, uniform, and objective written standards, procedures and said forms for receiving and handling requests made by persons with disabilities for reasonable accommodation

Respondents agree to provide completed accommodation request forms to the Commission for up to two years from the date of the execution of this Settlement Agreement.

Forget Properties 3, LLC, RESPONDENT

Date

Forget Properties, LLC, RESPONDENT

Date

Shirley Fallin, RESPONDENT

Date

Kathi Hill, COMPLAINANT

Date

Beth Townsend, DIRECTOR
CIVIL RIGHTS COMMISSION

Date

IOWA